

Heartland AEA (AEA #11) Heartland EA 7/1/2005 6/30/2008

Comprehensive
Agreement
between

**Heartland Area Education
Agency 11 and the
Heartland Education Association**

2005-2008



Heartland

Area Education Agency 11
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Article 1: Preamble

The Heartland Area Education Agency 11 Board of Directors and the Heartland Education Association have reached certain understandings that they desire to confirm in this Comprehensive Agreement. It is, therefore, agreed as follows:

Article 2: Recognition

The Heartland Area Education Agency 11 Board of Directors recognizes the Heartland Education Association (PERB Case 448) as the sole and exclusive negotiating agent for full-time and regular part-time professional research interns, psychologists, audiologists, speech-language pathologists, school social workers, teachers, consultants, guidance consultants, nurses, physical therapists, occupational therapists, certified occupational therapist assistants, physical therapist assistants, practitioners, and trainers. All other personnel not specifically included above shall be excluded from the bargaining unit and the jurisdiction of the bargaining representative.

Definitions

- A. The term “employer” as used in this agreement shall mean the Board of Directors of Heartland Area Education Agency 11 or its duly authorized representative.
- B. The term “employee” as used in this agreement shall mean all full-time and regular part-time employed professional employees as defined in Article 2 above.
- C. The term “association” as used in this agreement shall mean the Heartland Education Association.
- D. The terms “chief administrator” and “associate administrator” as used in this agreement subsume that there shall be an official designee in case of an administrator’s absence.

Article 3: Grievance Procedures

A. Definitions

- 1. A “grievance” shall mean a claim by an employee, employees, or the association that there has been an alleged violation, misinterpretation, or misapplication of any provision of this agreement. It must be signed by the president of the association.
- 2. An “aggrieved person” shall mean the employee, employees, or the association when the association names the parties involved in making the grievance.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, solutions to any problems arising out of the contractual agreement. All grievances at levels two through four shall be filed on forms provided by

the employer at no cost to the employee.

C. Time Limits

1. The failure of an employee or the association, when a grievance reaches arbitration, to act within the prescribed time limits shall act as a bar to any further appeal.
2. The failure of an administrator to give a decision within the prescribed time limits shall permit the grievance to proceed to the next level.
3. The time limits may be extended at any step by mutual agreement of the parties.
4. The specified number of days at any level designating the time limits shall mean the date of delivery if in person or the postmark date if by mail.

D. Procedures

1. Level One — Supervisor (Informal)

An attempt shall be made by the aggrieved person to resolve any grievance in informal, verbal discussion with the appropriate supervisor. This discussion shall take place within 10 working days of the knowledge of the act or date of the occurrence of event giving rise to the grievance.

2. Level Two — Associate Administrator (Formal)

If the grievance cannot be solved informally, the aggrieved person shall file the grievance in writing with the appropriate Associate Administrator and, at a mutually agreeable time, discuss the matter with the Associate Administrator. The aggrieved person shall have the opportunity to have a representative of the association present at this meeting. The written grievance shall include the following:

- a. the date of deliverance of the grievance to the Associate Administrator;
- b. the nature of the grievance and date of occurrence of the incident giving rise to the grievance;
- c. the specific section of the article being grieved;
- d. the remedy requested;
- e. the signature of the aggrieved person;
- f. the signature of the association president.

Filing of the grievance in writing at level two must be within 20 working days of the knowledge of the act or date of the occurrence of the event giving rise to the grievance.

The Associate Administrator shall make a decision on the grievance and file a response in writing within 10 working days of receipt of the grievance. A copy of the decision shall be given to the employee with a

copy to the chief administrator and, at the written request of the grievant, to the Association president.

3. Level Three — Chief Administrator

If the grievance is not resolved satisfactorily, the aggrieved person may file the grievance with the chief administrator within 10 working days of the decision at level two. Within 10 working days after the filing with the chief administrator, the aggrieved person and the chief administrator shall meet to resolve the grievance. The association shall have the opportunity to have a representative, in addition to the aggrieved person, present at this meeting. The chief administrator shall file a decision within 10 working days of the meeting. A copy of the decision shall be filed with the aggrieved person, the Associate Administrator, and the association.

4. Level Four — Arbitration

If the grievance is not resolved satisfactorily at level three, the aggrieved person shall have available the opportunity to file for binding arbitration. The association shall submit, in writing and over the signature of the aggrieved person, a request for arbitration. The request shall be submitted to the chief administrator within 20 working days of the filing of the decision at level three.

The arbitrator shall be selected by the two parties within five working days after the request is received or the Federal Mediation and Conciliation Service shall be requested to provide a list of seven arbitrators. Each party shall alternately strike one name from the list until only one remains; the opportunity to remove the first name to be decided by lot. The last name on the list shall be the arbitrator, and the arbitrator shall render a decision, which shall be binding on the parties.

The arbitrator shall not amend, modify, nullify, ignore, or add to the provisions of the agreement. The arbitrator's decision shall be limited to the issue or issues presented in the grievance.

If a claim, complaint, or other legal, equitable, or administrative action is instituted in any other forum and involves the same facts and issues as that set forth in a grievance, such grievance shall not be processed under Article 3: Grievance Procedures.

- E. Expenses for the arbitrator's services shall be borne equally by the parties, except that any expenses for witnesses called or counsel used shall be borne by the party calling such witnesses or using such counsel.
- F. All aggrieved persons shall be responsible for informing the association's designated representative of the status of said grievance at all levels of the procedure.
- G. No reprisals of any nature shall be taken by the employer against any grievant or his/her representative because of participation in the griev-

ance procedure.

Article 4: Dues Deduction

A. Authorization

1. Any employee in the association's certified bargaining unit, or who has applied for membership, may sign and deliver to the employer an assignment authorizing payroll deduction of association dues. The employer agrees to collect current dues only. No political action contributions shall be collected through payroll deductions without the express, written permission of the employee.
2. The authorization card for dues deduction shall be designed by the association, subject to the approval of the employer, and expenses for producing and distributing the form shall be borne by the association.

B. The authorization to deduct dues shall remain in effect from year to year unless revoked in writing by a 30-day notice to the employer.

C. Procedure

1. Employees filing deduction authorization cards prior to the first working day of October shall have the total dues deducted in equal installments from their regular pay checks each pay period beginning with the last pay check in October through the balance of the contract pay periods.
2. Employees filing deduction authorization cards prior to the first working day of a month following October shall have the total dues deducted, in equal installments, from their regular pay checks each pay period beginning with the last pay checks of that month through the balance of the contract pay periods.
3. In the event an employee severs employment with the employer, the employer shall not be responsible for dues deductions beyond the last regular dues deduction from the employee's final pay check.
4. The employer shall transmit to the association the total deduction of dues for the previous month within a reasonable time after the deduction is made each month.

D. The association agrees to indemnify and hold harmless the employer, each individual board member, Heartland Area Education Agency 11, and all administrators against any and all claims, suits, or other forms of liability, and all court costs arising out of the provisions in this agreement between the parties for dues deduction.

Article 5: Other Payroll Deductions

Upon appropriate written authorization from the employee, the employer shall reduce from the salary of the employee and make appropriate remittance for payroll reductions for tax-sheltered annuities, United States government bonds, United Way Campaign, insurance programs, the Polk County Employees Credit Union, and the ISEA Credit Union. Employees participating in the flexible benefits program shall pay the monthly enrollment fee.

Article 6: Safety Procedures

A. Facilities and Equipment

The employer shall endeavor to provide and maintain a safe place of employment in those facilities to which the employee is assigned. All employees shall in the course of performing their professional duties commit themselves to act in a safe manner, be alert to unsafe acts or conditions, and report, in writing, any unsafe acts or conditions to their immediate supervisor or zone coordinator.

B. Use of Reasonable Force

Employees may, when acting within the scope of their employment and pursuant to the policies, rules, regulations, and guidelines of the employer and the agency where such action takes place, use reasonable and necessary force for the purpose of self-defense or for the protection of the employer's or the agency's property, provided the foregoing shall not be construed to permit any unlawful action nor exceed or violate the terms and/or conditions of the contract with the liability insurance carrier.

Article 7: Health Provisions

A. Physical Fitness — New Employees

All new employees are required to provide evidence of physical fitness to perform duties assigned and freedom from communicable disease. Such evidence shall be limited to a statement from a licensed physician of the employee's choice within 90 days of initial employment attesting to the employee's physical fitness. The cost of such examination shall rest with the employee. The employer may require a subsequent examination, when, in its judgment, such an examination is relevant to an employee's performance or status. The examining physician shall be selected by the employer and the employer shall pay the cost of such examination. Each new employee shall be advised in writing of the physical fitness requirements at the time of employment.

B. Physical Fitness — Continuing Employees

All continuing employees shall present evidence of freedom from tuberculosis when required by the employer. The employer shall pay the cost of said examination.

C. Flu and Tetanus Shots

Flu and tetanus immunization shots may be given to all employees upon

request. The association shall make the arrangements for said shots, and the employer shall provide the facilities. All costs shall be borne by the employees.

Article 8: In-Service Training

- A. In-service training for employees is defined as training provided to various employees during the service year.
- B. Committee
An in-service committee with employee representation shall be established within the Divisions of Special Education and Educational Services for the purpose of making recommendations to the respective Associate Administrator as to the structure and content of the in-service training program. Not less than two-thirds of the members of the committee shall be employees.
- C. Implementation of proposals from the committee shall be decided by the associate administrator within constraints of appropriate content, personnel, timing, and budget considerations.
- D. In-service training shall not be limited to those proposals received by the Associate Administrator from the committee.

Article 9: Evaluation Procedures

- A. Definitions
“Formal evaluation” shall mean a process of reviewing the work performance of an employee. Formal evaluation shall embrace those procedures described and explained to the employee pursuant to section B of this article. The supervisor shall make a reasonable effort to identify the specific activities included in the formal evaluation. These activities shall not be limited in kind or number. The formal evaluation shall not be restricted to the physical viewing of an employee’s performance.

“Formal observation” shall mean the physical viewing of an employee’s performance.
- B. Notification
The Associate Administrator or designee shall acquaint each employee being evaluated with the uniform evaluation procedure for the division and the criteria to be used. Supervisors who have had evaluator training shall be responsible for the formal evaluation of employees. The employee shall be notified who shall observe and evaluate his/her performance. No formal evaluation shall take place until such orientation has been completed.

All formal evaluations of employees shall be conducted with their

knowledge. A new employee shall be evaluated through the formal evaluation procedure at least once during each year of the employee's probationary period. Remaining employees shall be evaluated through the formal evaluation procedure as necessary and at least once every three years. There shall be at least 15 contract days between formal evaluation procedures.

C. Formal Evaluation

Each formal evaluation shall be followed within 15 working days by a conference between the employee and the evaluator. A copy of the written evaluation shall be given to the employee and the original shall be initialed by the employee. Initialing of an evaluation does not indicate agreement but only shows awareness of the evaluation by the employee. The employee may file a written statement that shall be attached to the evaluation, indicating disagreement or support of the evaluation.

D. Informal Evaluation

Nothing in this article is to be construed as precluding informal evaluations of employees. Informal evaluations may include documented observations, letters or formal complaints from any of the following persons: parents of children receiving agency services, teachers, principals, superintendents, peers, team members, supervisors, coordinators, and others working with the employee. Informal evaluations shall identify the source of the information provided to the evaluator. Communications authored by an agency evaluator summarizing a conversation between the evaluator and a local school district employee shall be initialed by the school district employee verifying accuracy.

Any information from such informal evaluations shall be made known, in writing, to the employee before being placed in the employee's file. The employee may file a written statement that shall be attached to the evaluation indicating disagreement or support of the evaluation.

E. Notification of Formal Complaint

Formal complaint shall be defined as a written statement signed by the complainant. When an agency supervisor receives a formal complaint regarding an employee, and the supervisor intends to place it in the employee's personnel file, the supervisor shall notify the employee as soon as possible and provide him/her with a copy.

F. Personnel Files

Each employee shall have the right to review all documents contained in his/her personnel file, excluding closed credentials and confidential letters of reference. The personnel file shall contain all documents concerning evaluations. The employer and employee must mutually agree on the time at which the employee may review the records and an

employer representative must be present at that time. No evaluative materials shall be removed from the employee's file without first notifying the employee. When such information is removed from the employee's file it shall be given to the employee.

The employee shall have the right to duplicate any materials contained in his/her personnel file but may not have access to closed credentials and confidential letters of reference. Cost of duplication shall be borne by the employee up to five dollars (\$5.00).

The personnel files of an employee may not be inspected without the employee's written consent by persons other than the employer or duly authorized government representative.

A non-probationary employee who has been formally evaluated may grieve the formal evaluation as inaccurate through the grievance procedures set forth in this agreement if the evaluation results in an adverse action or the employee being placed on an employer-directed improvement plan. The timeline for filing a grievance shall commence at the time the employee receives written notification of adverse action or placement on an employer-directed improvement plan.

"Adverse action" shall include suspension without pay or withholding of a step increase.

Article 10: Transfer Procedures

A. Definition

Vacancy: A vacancy is defined as a permanent position, in which management has decided to refill, available due to the following:

1. A new FTE.
2. A resignation, retirement, termination, or transfer

Transfer: May occur at two levels: Intra-regional or Inter-regional. It is the voluntary or involuntary change in location or buildings assigned when a vacancy exists. It may or may not consist of an office change.

Reassignment: An employee requested or management directed change in job responsibilities/title or district/building assignments. Reassignment does not require a vacancy to occur.

B. Each employee will have the job title, office location and district

assignments and/or regions(s) (whichever is applicable) listed on the contract. Where possible the employer will designate, in the smallest increment, the geographic assignment. New employees may be offered a contract with only a job title until the district assignment and geographic location is available.

- C. Vacancy notices will be posted on the Agency website, through agency e-mail, the main office and all branch offices as they occur. Between April 1 and August 1, employees will have three working days, excluding the day of posting, to request transfer. At other times the employee will have a minimum of one calendar week, including the day of posting, to request transfer.

- D. Voluntary Transfer

All present employees may request an inter-regional transfer. Intra-regional transfers will be reviewed first. An employer may then determine to accept the intra-regional transfer or post the position for inter-regional transfer requests. A current employee, within the same job title, or a job title for which the employee is qualified, requesting a transfer shall be given preference over new applicants if the employee possesses the necessary experience, job skills and abilities as determined by the sole, exclusive, and final judgment of the employer. In the event more than one employee applies for the same position, the employee with the greatest seniority, including the transfer incentive points shall be awarded the position except where job skills, experience and abilities do not meet the needs as determined by the employer, in which case an employee junior in seniority may be selected.

Vacancies occurring after September 1, may be filled as determined by the Associate Administrator or designee. Those positions will be considered temporary. On January 1, in the following calendar year, those positions may be posted for transfers to begin on or after July 1. If there are no transfer requests the employee hired to fill the position may be retained as permanent.

A supervisor shall discuss with the employee his/her request for an intra or inter-regional transfer. When an employee has requested a transfer and such request is not granted, the employee shall be given the reasons for denial in writing within six working days of the final decision.

- E. Involuntary Transfer

Where applicable the continuing contract of a returning employee shall state in which of the regions employee shall perform services. If an employee is involuntarily transferred from one region area to another, the employer shall reimburse receipted moving expenses up to, but not to exceed, \$500. The employer shall also pay additional mileage costs through June 30 of the year in which the transfer begins, until the employee moves, or the duration of the assignment, whichever is shorter.

"Moving expenses" shall mean expenses actually, reasonably, and necessarily incurred by the employee in transporting personal belongings and household furnishings in the process of relocation.

At the conclusion of the conference concerning an involuntary transfer, the employee shall be given the reasons for the transfer in writing.

F. Reassignment

Reassignments are within the discretion of management to best serve the needs of the LEAs.

Heartland AEA will consider employee's requests for reassignment changes. An employee who desires a reassignment within a region or area shall file a written statement of such desire to their supervisor each year. Supervisors will keep reassignment request on file for one year and consider them when making reassignments within the region area.

G. School Psychologist transfer incentive

Beginning July 1, 2004, School Psychologists assigned to positions within the Western Region or the Southeast Region will receive transfer incentive points. The transfer points will accrue at a rate of three points each year up to a maximum of 12 points. An employee that has stayed in one of those designated assignments for three consecutive school years may access the transfer points in January 1 of their third year. At the employee's request those points will be added to the employee's seniority points. The employee may use this transfer incentive for one transfer request. If the employee is not chosen for the transfer the employee may again use the transfer incentive for a future transfer request. After the transfer incentive has been used the employee's seniority points will be reflected based upon the calculation in Article 11 B. The transfer points are limited for use in the transfer article and not applicable to other seniority point calculations (e.g. Reduction in Force). This provision will sunset as of July 2006, unless the parties determine that it should remain. Any employees that earn incentive points under the provision may keep the transfer points until they exercise a transfer as stated above.

Article 11: Seniority

A. "Seniority" shall mean experience accrued while the employee is employed by Heartland Area Education Agency 11 from the most recent date of hire. In seniority disputes between employees, the date of signing the original current contract shall determine who has the greatest seniority.

B. Method of Calculation

Days counted for seniority shall be calculated in units of one-half day.

Each half-day unit shall count as 0.005 points of seniority. Beginning 2000-2001 a maximum of 1.91 points of seniority may be gained per year for 191 full-time days of contract and 1.92 points for 2001-2002 and thereafter for 192 full-time days. Addendum days do not count toward seniority. Years of seniority may be calculated by dividing the total number of points of seniority by 1.91.

All days of leave granted by the employer shall be included when calculating seniority, except extended leaves of absence. Also counted towards seniority shall be any half-day units used by an employee to attend bargaining and/or grievance mediation, fact-finding, or arbitration procedures where such procedures take place during a regular work day.

Such method of calculation shall be standard for all members of the bargaining unit.

C. Exception

Those persons employed in a local education agency or by a county or joint-county board of education that is now a part of Area 11 shall be granted prior service seniority. The following factors must be fulfilled to meet the seniority provisions:

1. a maximum of 190 full-time days of employment equal 1.90 points of seniority as pro-rated for less than 190 days;
2. prior employment must have been in a licensed position;
3. maximum of 10 years prior seniority.

Persons employed by Heartland Area Education Agency 11 after the formation of Heartland Area Education Agency 11 may only accrue seniority from the date of their individual employment with said agency.

The employee's placement on the salary schedule in no way affects his/her seniority.

D. Seniority shall not accrue while an individual is involved in an extended leave of absence, but seniority previously gained shall not be lost.

E. Termination

An employee's resignation or termination for any reason other than staff reduction shall automatically cancel all seniority accrued while employed by Heartland Area Education Agency 11. When an employee is terminated due to staff reduction, seniority shall be maintained at the level at which it was at the time of termination for as long as recall provisions remain in effect for the individual employee. Where two or more employees of numerically equal points of seniority are being considered for staff reduction, the date of signing the original contract shall determine who has the greatest seniority.

F. The employer shall provide to the president of the association a current master list showing each person's seniority ranking no later than the first

working day of October of each contract year.

Article 12: Staff Reduction Procedure

A. Reduction in Staff

The employer for any reason may determine that it is necessary to have a reduction in staff. In the event that attrition shall not eliminate the necessity to have a reduction in staff, the employer shall determine which employees are to be retained using the layoff units provided in Appendix A. The employer may choose any layoff unit. After selection of the layoff unit(s) to be affected, reduction will occur by using the following criteria in order of priority:

1. Program delivery to AEA 11 districts and for the needs of AEA 11.
2. Employees considered "probationary" as determined by the board policy or employee's individual contract.
3. Employees on an emergency certification.
4. Job performances will be reviewed in the last five years of service. Employees receiving evaluation necessitating a level 3 or 4.
5. If factors 1, 2, 3 and 4 do not apply, or if there is a choice that needs to be made between two or more similarly situated, those with the least amount of seniority will be reduced first.

B. Recall Rights

A laid-off employee shall advise the employer in writing of their interest in recall. Employees may exercise recall rights to the classification from which laid off and to other classifications held within the last five years of employment at Heartland AEA 11. Those rights continue for up to two years following the date of layoff. Recall will occur if all of the following conditions are met:

1. When the employer decides to fill the vacant position.
2. If the employer believes the employee on recall will reasonably meet the needs of the district.
3. The recall will be in inverse order of layoff.

Employees may be recalled to either a full- or part-time position. If the employee declines the recall, the employee will be removed from the recall list unless the employee was recalled to a part-time position and previously held a full-time position or vice versa. Under those circum-

stances , the employee will be placed at the end of the recall list. Upon receiving notice of a recall decline, the next person on the recall list will be offered the position.

Employees on recall are responsible for maintaining their current address or notifying the employer in writing of an address change. Failure to respond in writing within seven calendar days of the date on the recall notice shall terminate an employee's recall rights. Employees recalled to employment will have accumulated sick leave, seniority and pay at the proper step and classification restored. Seniority, experience credit, and fringe benefits shall not accrue during layoff.

- C. The employer shall provide the association not later than August 1 of each year with a list of laid-off employees with recall rights.

Article 13: Sick Leave

Regular full-time employees shall be granted leaves of absence for personal illness or injury with pay for 18 working days each contract year as of the first official day of said contract year. If an employee is unable to report for duty on the first day of the new contract, and has no accumulated sick leave on which to draw, compensation for sick leave shall not be allowed under the new contract until the employee does report, whereupon the sick leave shall be retroactive. Unused sick leave days shall be accumulated from year to year with a maximum of 110 days. Once the 110-day maximum is reached, employees may use the 18 days from the current year allotment prior to using days from the accumulated 110 days. Use of personal illness leave shall be in units of not less than one hour. Seven and one-half hours is the equivalent of one working day.

The employer may require such reasonable evidence as it deems necessary confirming the necessity for such personal illness absence. The employee shall submit medical evidence whenever absent five or more consecutive working days, and any expense involved in securing such medical evidence shall be the responsibility of the employee.

Employees shall be given a copy of a written accounting of accumulated sick leave days no later than the first working day in September of each contract year.

Regular full-time, 10-month employees are subject to the provisions of this article, with the stipulation that regular part-time 10-month employees shall engage in these practices at a ratio proportionate to the employee's 10-month condition of employment. All employees other than regular full-time 10-or 12-month shall receive sick leave according to statute.

Article 14: Temporary Leaves of Absence

Regular full-time employees shall be entitled to the following leaves of absence. Regular part-time employees are subject to the provisions of this article with the stipulation that the employees shall engage in these practices at a ratio proportionate to the employee's part-time condition of employment.

- A. Other Paid Leave

During each service year, all full-time regular 10- and 12-month staff may be eligible to receive five days of Other Paid Leave. Part-time staff will receive a pro-rated amount of OPL based upon the number of hours worked in a fiscal year. Use of these days shall be in units of not less than one-half hour. The employee shall provide five days advance notice of an OPL request to the supervisor when possible. In any case, the employee must notify the supervisor or secretary before the scheduled reporting time or it shall result in unpaid leave.

Other Paid Leave: The supervisor may consider the request for five days of OPL using these guidelines:

- Supporting the districts and the students within AEA 11 is central to the mission of Heartland AEA 11.
- An option does not exist for scheduling the event or meeting on a weekend or outside the work hours.
- The leave is not considered vacation or an extension of vacation.

The leave will be granted when it meets the conditions as listed below: personal routine doctor or dental appointments, personal illness or injury, family functions (i.e. school events, family milestones), business appointments, volunteer work, disaster, emergency, inclement weather (subject to Heartland's snow day policy), bereavement, illness in the immediate family as defined below:

Immediate family shall be limited to the employee's spouse, child, step-child, parents, step-parents, siblings, grandchildren, grandparents, son-in-law, daughter-in-law, sister-in-law, brother-in-law, father-in-law, mother-in-law, members of the employee's immediate household and cohabitating domestic partners.

B. Required Attendance at Trials, Hearings, and Depositions

Employees are normally granted leave with pay to serve on juries or respond to subpoenas when approved by the associate director. Since the fees paid by the court for jury duty (except mileage) are taxable income to the employee, Heartland shall reduce the employee's regular pay correspondingly to avoid double taxation. The Associate Administrator and coordinator of human resources should be informed three days in advance of anticipated absence. A copy of any and all checks received from the court must be submitted with the completed absence form. Employees are required to return to their regular assignment when not on court duty. Form AEA-1041-87r should be used to report the absence.

C. Bereavement Leave

1. Regular full-time employees shall be granted up to five working days of leave for each death in the immediate family, non-cumulative, per year. Such leave shall be granted as may be necessary in the opinion of the chief administrator or designee for attendance at

the funeral and for any other purposes directly arising out of the said death. This leave shall include cohabiting, domestic partners.

2. Immediate family shall be limited to the employee's spouse, child, step-child, parents, step-parents, siblings, grandchildren, grandparents, son-in-law, daughter-in-law, sister-in-law, brother-in-law, father-in-law, mother-in-law, members of the employee's immediate household and cohabiting domestic partners.
3. In the case of the death of any other relative or person of close personal relationship, or a Heartland employee, Heartland employee's spouse, parent, or child, up to one working day of absence may be granted for attendance at the funeral. The leave may not be split and taken over two or more work days. OPL is available for extenuating circumstances.

D. Other temporary leaves of absence without pay may be granted, when requested in writing, by the chief administrator. However, for Family Medical Leave Act purposes, federal law requires the agency to grant up to 12 weeks of leave per year to employees who have been employed at least 12 months and who have worked at least 1,250 hours during the preceding 12 months for the purpose of the employee's personal serious health condition, caring for the employee's newly born child, caring for a child placed for adoption or placement of a foster child, or caring for the employee's parent, spouse, or child with a serious health condition.

Employees may request leave under the Family Medical Leave Act for up to 12 weeks per year. "Year" shall be defined as a rolling year, measured forward from the first day leave is used.

Eligible employees shall first utilize any paid leave otherwise applicable and available in the agency, which paid leave shall count against the 12 weeks; any leave in excess of available paid leave shall be unpaid.

Regardless of any other provisions in this agreement, the agency shall continue the agency's contribution towards insurance on behalf of the employee for up to 12 weeks as if the employee were still at work. If the employee has more than 12 weeks of paid leave available, the agency shall continue the agency's contribution until the paid leave is exhausted. The employee shall remit the employee's contribution towards insurance by the date the agency makes payment to the insurance carrier or within 30 days thereafter. Failure to make contributions when due may result in the employee losing coverage during the period of leave. If the employee does not return to work at the end of the leave, except for reasons specified in the Act, the employee shall be required to reimburse the agency for the contributions made by the agency while the employee was on unpaid leave.

E. Association Leave

Up to nine days shall be available for representatives of the association to attend conferences and conventions of local, state, and national affiliated organization. The days shall be exchange days, or the association shall pay one-half of the salaries of the employees involved or the cost of substitutes.

F. Professional Leave

At least 20 percent of the members of each position listed in Article 2: Recognition shall be granted professional leave during the term of the agreement. If the attendance of an employee is required or is directed by the employer such leave shall not be counted as professional leave. An employee may request on forms provided by the employer up to five days of professional leave in one contract year. Such request must be submitted at least 10 days prior to the first day of anticipated absence. The decision on approval or disapproval of such request shall be the prerogative of the employer.

Professional leave may include but not be limited to the following:

1. visitation to view other instructional techniques or programs;
2. conferences, workshops, or seminars conducted by colleges, universities, or other educational institutions;

Reimbursement for actual expenses including registration fees; mileage or other travel expenses; and meals and lodging shall be made by the employer. Appropriate receipts must accompany the request for reimbursement.

G. Parental Leave

Up to five days of parental leave is available to a regular full-time 10 or 12 month eligible employees for an adoption or pregnancy. Leave for an adoption may be used for the adoption process or immediately after the child is brought home. Parental leave must be taken at the birth or immediately following the birth. This leave is non-cumulative. The employee is also eligible for FMLA.

Article 15: Extended Leaves of Absence

Employees may request extended leaves of absence without pay for a period of time not to exceed the end of the current contract year and/or subsequent year. The request for leave shall be filed, in writing, with the chief administrator. The application shall be reviewed and submitted to the employer for its decision.

If the extended leave is granted for a contract year, the employer will treat the absence created by the leave as a vacancy, and it will be posted for transfer according to Article 10. If the leave will be for less than a contract year and it is granted beginning after September 1, the position will be filled as temporary. When the leave is less than a contract year, upon return from extended leave the employee will be returned to the same or similar position within the zone.

Upon return from an extended leave of a contract year, the employee shall be returned to the same job classification within the agency. The employee may request part-time status, but the decision to grant the request rests with the supervisor.

When on extended leave, the employee shall not lose accrued benefits, but there shall be no added accumulation of sick leave or other benefits.

Article 16: Insurance

A. The employer shall provide a double indemnity term insurance program for each regular, full-time employee. The value of the policy per employee shall be \$50,000.

B. Disability Insurance

The employer shall provide long-term disability coverage for each regular, full-time employee. Coverage for income protection shall start after 60 calendar days or expiration of the employee's sick leave benefits, whichever last occurs, and be at 66 2/3 percent of the employee's salary to a maximum payment of \$5555 per month to age 65 for illness or injury.

C. Health Insurance

The employer provided program for regular, full-time employees would run in conjunction with the employees' contract. When necessary, payment of premiums on behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

Single Insurance: Employer will offer a choice of two insurance options for the employee with revised benefits. The employer will contribute the cost of a single insurance policy. For the 2005-2006 plan year, consistent with insurance committee recommendations, an employee may elect to choose a less costly insurance plan and will receive a contribution toward employees flex account to be used for unreimbursed medical or dependent care expenses and administrative fees.

Family: The employer will pay 60% toward the cost of the family plan. The employee may choose to elect either of the two plans offered by the employer. The revised insurance benefits will increase the family out-of-pocket maximum to \$2500.

If AEA 11 employs spouses, those employees may elect to have the employer's contribution toward their single plan combined and used toward purchase of a family plan. In no case, shall the employer pay more than the cost of the family plan.

D. Prescription Drug Insurance

Prescription Drug Coverage: A tiered prescription benefit of \$5, \$15, \$30 based upon the type of drug used. The benefits of the plan are based upon the contract reached between the provider and the employer.

E. Dental Insurance

The employer shall provide for each regular, full-time employee a family coverage dental insurance program. The employer shall pay only the total cost of the single premium for this dental plan.

Article 17: Service Year

- A. "Service year" shall mean the employee's working days as approved by the Associate Administrator.
- B. New employees may be required to attend an additional two days of orientation.
- C. The service year of employees contracted for more than 190 working days shall be paid at the rate indicated on the salary schedule.
- D. Each employee shall file, at the start of the service year, a schedule of working days that has the approval of the Associate Administrator and such schedule shall not be changed without prior approval.

Article 18: Compensation

A. Salary of Employees

The basic salary of regular full-time employees covered by this agreement is attached to and a part of this agreement. The basic salary of regular part-time employees covered by this agreement shall be in proportion to the employee's part-time condition of employment.

- B. An employee covered by this agreement who is employed beyond the regular contract shall be paid at the rate indicated on the schedule attached to and a part of the agreement.

C. Payment

The salary of all employees covered under this agreement shall be effective during the time specified in Article 23: Duration of this agreement. Payment of salaries under this agreement shall be twice monthly.

D. Reclassification Request

Requests for reclassification under the schedule of this agreement shall be accepted until October 1 of the contract year in force and effect for graduate credit completed prior to September 1 of the contract year in force and effect. Proof of completion of work taken shall be by official transcript only and must be received by the human resources director on or before October 15 of the contract year in force and effect. Salary increases as a result of such reclassification shall be retroactive to the first day of employee's contract of the contract year in force and effect. Salary schedule placement disputes must be brought to the human resources director by October 1 of the contract year in which the dispute

arises before grievance procedures may be initiated. Action regarding adjustment on the salary schedule shall be limited to the current contract year.

E. Reclassification Approval

Approval for hours to be counted on the B.A.+15, M.A.+30, and M.A.+45 classifications must be secured from the chief administrator. Only those graduate hours earned after the date of granting of the respective degree shall be counted toward placement on the next classification. Only graduate hours, or courses for which graduate credit was approved by the granting institution, shall be considered for approval on reclassification, but courses approved by the Iowa Department of Education may be used for license renewal or updating. The M.A.+45 classification shall include the specialist degree. The M.A.+30 classification shall include two-year Master of Social Work degrees.

F. Staff Development Credit

The employer shall recognize state approved staff development credits for advancement on the salary schedule. Employees must receive approval for courses from the Associate Administrator prior to enrolling in a class if they intend to use the credit to advance on the salary schedule and the course must be directly related to their job assignment. The Course Approval Form shall be used for this request. If approval is denied, the employee may appeal the decision to the Administrative Cabinet.

The cabinet shall consider the request within 10 working days and the human resources director shall advise the employee of the results immediately thereafter. Courses approved and successfully completed by employees may be applied toward advancement on the schedule only once. Staff development credit shall be limited to seven hours on each of the following lanes: B.A.+15, M.A.+30, and M.A.+45. The employees shall be responsible for their registration fees if the courses are to be applied toward salary advancement. Courses may not be taken during the working day if the employee is paid during that time.

G. Salary Schedule Payment

- Employees with less than three years experience shall be placed at Step 3. Hires for hard-to-fill positions can be placed between Steps 3 and 5 at an associate director's discretion. Hard-to-fill positions are defined, in part, as a pattern of vacancies over time and projected vacancies in the future, as indicated in national and state data sources.
- Each member of the bargaining unit shall be placed on the salary schedule according to training and experience. The determination of placement shall be the sole and exclusive prerogative of the employer, but such determination and placement may include among other

AEA 11 Salary Schedule (Schedule A) 2005-2006

192 days	<u>B.A.</u>	<u>B.A.+15</u>	<u>M.A.</u>	<u>M.A.+30</u>	<u>M.A.+45</u>	<u>Doctorate</u>
1	\$30,317.08	\$31,733.36	\$33,522.29	\$35,409.98	\$36,353.82	\$37,298.69
with benefits*	39,832	41,450	43,494	45,651	46,729	47,809
2	31,223.26	32,639.53	34,428.46	36,316.15	37,260.00	38,204.86
	40,867	42,485	44,529	46,686	47,765	48,844
3	32,129.43	33,545.71	35,334.63	37,222.32	38,166.17	39,111.03
	41,903	43,521	45,565	47,722	48,800	49,880
4	33,035.60	34,451.88	36,240.81	38,128.50	39,072.34	40,017.21
	42,938	44,556	46,600	48,757	49,836	50,915
5	33,941.78	35,358.05	37,146.98	39,034.67	39,978.52	40,923.38
	43,973	45,592	47,636	49,792	50,871	51,950
6	34,847.95	36,264.23	38,053.15	39,940.84	40,884.69	41,829.55
	45,009	46,627	48,671	50,828	51,906	52,986
7	35,754.12	37,170.40	38,959.33	40,847.02	41,790.86	42,735.72
	46,044	47,662	49,706	51,863	52,942	54,021
8	36,660.29	38,076.57	39,865.50	41,753.19	42,697.03	43,641.90
	47,080	48,698	50,742	52,899	53,977	55,057
9	37,566.47	38,982.74	40,771.67	42,659.36	43,603.21	44,548.07
	48,115	49,733	51,777	53,934	55,012	56,092
10	38,472.64	39,888.92	41,677.84	43,565.53	44,509.38	45,454.24
	49,150	50,769	52,813	54,969	56,048	57,127
11	39,378.81	40,795.09	42,584.02	44,471.71	45,415.55	46,360.42
	50,186	51,804	53,848	56,005	57,083	58,163
12	40,285.00	41,701.26	43,490.19	45,377.88	46,321.73	47,266.59
	51,221	52,839	54,883	57,040	58,119	59,198
12L	41,757.00	43,205.26				
	52,903	54,558				
13			44,508.36	46,396.05	47,339.90	48,284.76
			56,047	58,204	59,282	60,362
14			45,526.53	47,414.22	48,358.07	49,302.93
			57,210	59,367	60,445	61,525
15			46,544.71	48,432.40	49,376.24	50,321.10
			58,373	60,530	61,609	62,688
16			47,562.88	49,450.57	50,394.41	51,339.28
			59,537	61,694	62,772	63,852
17			48,581.05	50,468.74	51,412.59	52,357.45
			60,700	62,857	63,935	65,015
18			49,599.22	51,486.91	52,430.76	53,375.62
			61,863	64,020	65,099	66,178
19			50,617.39	52,505.08	53,448.93	54,393.79
			63,027	65,184	66,262	67,342
20			51,635.56	53,523.26	54,467.10	55,411.96
			64,190	66,347	67,425	68,505
20L			52,635.56			
			65,333			
21				54,541.43	55,485.27	56,430.14
				67,510	68,589	69,668
21L				55,541.43	56,485.27	57,430.14
				68,653	69,731	70,811

*"With benefits" includes Agency costs for FICA, IPERS, single medical, prescription, dental, life insurance, disability, and workers' compensation.

•L = Each employee at least one year at the highest step in their lane will advance to the longevity step, i.e. 12L, 20L, 21L. For 2005-2006, compensation for longevity will be reflected in the cell at the designated step and lane on the schedule. For 2006-2007, longevity will be implemented with new parameters as determined by a subcommittee. The subcommittee will provide a recommendation for approval by the negotiating committees of AEA 11 and the HEA.

AEA 11 Salary Schedule Continued

- Employees with less than three years experience shall be placed at Step 3.
 - All addendums which are for similar work, as determined by the associate director or his designee, will be paid at one one hundred ninety-secondth (1/192) of the appropriate step and lane for each employee for each day of the current contract.
 - Occupational Therapists and Physical Therapists hired prior to June 30, 2005 shall receive \$2,500 in addition to salary received through appropriate lane placement on the salary schedule. The stipend will end for Occupational Therapist and Physical Therapists hired after July 1, 2005.
 - Certified Occupational Therapist Assistants and Physical Therapist Assistants shall receive 70% of the appropriate step placement on the B.A. lane.
- **AGREEMENT FOR THE IMPLEMENTATION OF H.F. 499 PHASE II MONEYS FOR THE 2000-2001 SCHOOL YEAR:**
Contingent upon receipt of Phase II moneys from the state, it is hereby agreed that each eligible employee represented by the Heartland Education Association will receive an equal share of those moneys for the school year. For those employees working less than full-time, the amount will be prorated. Payment will be made, the additional amount included in the regular checks, over a 10-month period commencing with the August 31 check and concluding with the June 15 check. Employees terminating employment prior to the end of their contracts shall have their Phase II payoff prorated, based on the payment amount from the preceding year.

AEA 11 Salary Schedule 2005-2007

- A 4.05 percent total package increase in compensation with benefits for 2005-2006 with a 192 day contract..
- A 4.25 percent total package increase in compensation with benefits for 2006-2007 with a 192 day contract.

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things, outside, full-time teaching or paid, full-time clinical experience and military or alternative civilian service required by the Selective Service System.

Article 19: Mileage Reimbursement

The traveling expenses of employees shall be reimbursed at the following mileage rate: .33 per mile beginning July 1, 2005, .34 per mile beginning July 1, 2006, and .35 per mile beginning January 1, 2007.

Article 20: Printing

Copies of this agreement shall be printed at equal cost to the association and the employer after agreement is reached.

Article 21: Savings

In the event that any provision of this agreement shall become void or illegal during the term of this agreement, such provision shall become null and void, but all other provisions of this agreement shall remain in full force and effect for the duration of this agreement.

Article 22: Impasse Procedures

- A. "Impasse" shall mean the failure of a public employer and public employee organization to reach agreement in the course of negotiations.
- B. The impasse resolution procedures set forth in this article have been agreed upon pursuant to Section 19 of the Iowa Public Employment Relations Act.

C. Mediation

If, by 120 days prior to the certified budget submission date, agreement between the parties has not been reached, either party may send notification of impasse to the Public Employment Relations Board (PERBoard). That official notification shall include a list of all items upon which agreement has not been reached and a date when mediation shall begin.

At the time the official notification of impasse is transmitted to the PER Board, a request shall be made to the Federal Mediation and Conciliation Service to designate a mediator. If a mediator from this source is not available within five days after the request is made, either party may request the PERBoard to appoint a mediator. Both parties shall continue bargaining until a mediator is appointed. It shall be the function of the mediator to bring the parties together to effect a settlement of the dispute, but the mediator may not compel the parties to agree. The costs of mediation shall be shared equally by the parties to the dispute, as called

for in Section 7.3(7) of the PERB rules.

D. Arbitration

If an impasse persists 15 days after the mediator has first met with the parties, both parties shall continue to negotiate without the mediator or with the mediator if mutually agreed upon. If no agreement is reached by 60 days prior to the certified budget submission date, either party may give notice to the other of arbitration. Within five days of such notice either party may request a list of seven arbitrators from the Federal Mediation and Conciliation Service. Within three days of the receipt of such list, the parties shall determine by lot which party shall have the right to strike a name from the list first. As a result of three alternate strikes each, the remaining person shall be selected as the arbitrator. Promptly thereafter, the parties shall jointly submit to the designated arbitrator a draft of agreements previously reached and a list of impasse items, and each party shall submit its positions on each impasse item. Prior to the time the package is submitted to the arbitrator, the parties shall exchange final offers on each item. Such exchange shall occur two weeks in advance of the arbitration hearing so that both sides shall have the opportunity to negotiate and discuss the final offers presented to the arbitrator. Neither party may amend the final offer unless agreed to by both parties. Only such specified impasse items shall be heard and considered by the arbitrator. The parties may continue to negotiate during the arbitration proceedings, provided that the arbitrator shall not participate therein.

Within 20 days of the selection of an arbitrator a hearing shall be held by the arbitrator during which the parties shall present evidence relevant to such impasse items unless otherwise agreed by both parties. The arbitrator may examine witnesses and require the attendance of witnesses and the production of documents. The parties shall have the right to submit written briefs and arguments in support of their positions at or before such hearings.

Within 15 days after such hearings, the arbitrator shall issue to the parties his/her written opinion and award with specific findings, conclusions, and explanations thereof. The arbitrator shall determine which of the parties' position on each of the impasse items constitutes the most reasonable final offer. The arbitrator shall then select one of the party's final offer on each item and shall issue an award incorporating that offer without modification. An item for arbitration shall be defined as those items requiring bargaining in Section 20.9 in the Code of Iowa as defined by Public Employment Relations Board decisions. The arbitrator's opinion shall be final and binding except to the extent his/her authority is limited by Section 17.6 of the Public Employment Relations Act. The arbitrator shall consider past collective bargaining contracts between the parties; the items previously agreed upon by the parties, including the costs thereof; a comparison of wages, hours, and conditions of employment of the employees involved with those of other area education agencies doing comparable work; the ability of the employer to finance economic adjustments and the effect of

such adjustments on the normal standard of service; and the rights and responsibilities of the employer under Section 7 of the Iowa Public Employment Relations Act and under any relevant statutes, and rules or regulations, or judicial decisions.

The costs of arbitration shall be shared equally by the parties to the dispute except that the costs of either party's witnesses and representatives shall be borne by the respective party.

- E. The Iowa Public Employment Relations Act and all Public Employment Relations Board rules and regulations apply to this impasse procedure except for those deviations from Section 20-22 of the act that are essential to the implementation of these impasse procedures.
- F. It is mutually recognized that these impasse procedures shall be in effect for collective negotiations that occur during all negotiations that occur under the provisions of the Iowa Public Employment Relations Act during the life and duration of this contract.

Article 23: Duration

- A. All parts of this agreement shall be in force and effect on July 1, 2005 and continue in effect until midnight June 30, 2008. Negotiations for the 2006-2007 contract year will include OPL, Articles 16 (health insurance), longevity, Article 23 (duration). Negotiations for the 2007-2008 contract year will include Article 16, 18, 19, 23 and each party may open an additional bargaining topic or additional topics with mutual agreement.

- B. In witness whereof the parties hereto have caused this agreement to be signed by their respective chief negotiators and signatures placed thereon, on the 11th day of April, 2005.

Heartland Area Education Agency 11

/s/ _____

By: Jenifer Owenson
Chief Negotiator

Heartland Education Association

/s/ _____

By: Chris Pierson
Chief Negotiator

Ratified on this 15th day of April, 2005, by Heartland Education Association.

/s/ John Drinnin

By: John Drinnin
Association President

Approved on this 12th day of April, 2005, by Heartland Area Education Agency 11.

By: Mr. Nels Turnquist
Board President

Appendix A: Layoff Unit for HEA

Layoff unit for purposes of reduction in force is defined by classification and subtitle and divided into full- and part-time categories. Each listed classification represents a separate layoff unit.

APE Consultant	Research & Evaluation Practitioner
Assessment Consultant	School Improvement Consultant
ATT/Physical Disabilities Consultant	School Improvement Consultant/EC
ATT/Occupational Therapist	School Psychologist
ATT/Practitioner	Social Worker
ATT/Speech Pathologist	Social Worker Agency Liaison School
Audiologist	Special Education Consultant
Autism Resource/Challenging Behavior Specialist	Speech Pathologist
Autism Resource/ECSE Consultant	Speech Pathologist/Trainer/Literacy
Autism Resource/Speech Pathologist	Title III Consultant
Challenging Behavior Specialist Practitioner	Trainer
Consultant-SC	Trainer/School Psychologist
Curriculum Consultant-Mathematics	Trainer/Special Ed
Curriculum Consultant-Reading	Trainer/Special Ed Consultant
Curriculum Consultant-Science	Transition Consultant
Detention Teacher	Transition/Special Ed Consultant
Early Access Regional Coordinator	
EC Home Integration Teacher	
EC Specialist-School Psychologist	
EC Specialist-SLP	
ECSE Consultant	
ECSE Consultant/EC Specialist	
ECSE Consultant/HI Teacher	
ESL/Diversity Consultant	
ICN/RTC Consultant	
Instructional Materials Consultant	
Instructional Technology Consultant	
Instructor/Enrollment Specialist, YAR	
Itinerant Teacher-Hearing	
Itinerant Teacher-Shelter Care	
Itinerant Teacher-Vision	
Media Consultant	
Nurse	
Occupational Therapist	
Physical Therapist	
Professional Development Consultant	
Reading Recovery Teacher Leader	